

LIABILITY RELEASE AGREEMENT



Please TICK (Each Terms & Conditions) paragraph and sign at the bottom

- I understand and hereby acknowledge that there are inherent and other risks involved in trips and activities of the kind and I freely and voluntarily assume those risks. In particular, I understand that this trip involves a hike/trek which can be challenging to some people.
- I agree to hold harmless and indemnify and any of their guides, leaders, agents, employees officers, directors, owners, associates, affiliated companies, manufactures of equipment, and subcontractors, for any loss or damage, including any that results from any claim for personal injury, death, or property damage. I do hereby expressly agree to defend the above-named parties against any kind of liability, actions, causes of action, debts, suits, claims, and demands of any kind whatsoever including attorney's fees, which I or my heirs, assignees, successors or legal representatives may not have or which may hereafter arise out of or in connection with my trip or participation in activities arranged for me by the above-named parties.
- I hereby release and forever discharge **NEPAL YOGA FESTIVAL** and any of their guides, leaders, agents, employees, officers, directors, owners, associates, affiliated companies, manufactures of equipment and subcontractors from any and all liabilities for damage and injury or death to myself from any claim based upon negligence, recklessness, breach of warranty, contract or other legal theory, accepting for myself, my heirs, assignees, administrators, executors, and all members of my family, including minors accompanying me, full responsibility for any and all such damage, injury or death which may result.
- The terms of this agreement shall also include but not be limited to a covenant not to sue or make a claim against any of the above-mentioned parties.
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- The terms of this agreement shall be binding upon myself, my heirs, assignees, and executors and all members of my family, including minors accompanying me.
- This agreement shall be construed in Accordance with and governed by the State law of California, without reference to choice of law rules. Further, I hereby covenant and agree that this agreement may be enforced in and I do hereby submit to the exclusive jurisdiction and venue of any court having subject matter jurisdiction located in State of California, in the event of any litigation concerning this Agreement, regardless of where this agreement is executed.
- Medical vaccination and other preliminary arrangements including all Visa procurements are entirely your responsibility and we accept no responsibility in the event that these are not completed in time of departure.
- To take part in one of our trips you must be covered by Travel Insurance, which must include the cost of repatriation and helicopter rescue if you become too ill to continue. We can provide you with an insurance policy (not included in this trip), which is designed to cover you for medical emergencies and evacuation. We reserve the right to cancel your booking at any time before departure if we are not satisfied that adequate insurance for you is not in place. You will be liable to reimburse **NEPAL YOGA FESTIVAL** for any money paid by us on your behalf for emergency medical transportation, repatriation, doctors, and hospital costs and any expenses related to your illness if you become too ill or injured to continue on the trip.
- No refund or compensation will be made or given for any unused hotel accommodation, air tickets or any other unused service or feature of the tour.
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- Any flights forming part of your trip will be subject to the General Conditions of Carriage and the Conditions of Contract of the Airline concerned, as described on the airline ticket. Such flights will also be subject to International law, which often limits the airline liability to passengers in respect to death or bodily injury, delay and loss or damage to baggage. We reserve the right to substitute alternative Carriers and /or aircraft types if necessary. This brochure is the responsibility of the tour operator. It is not issued on behalf of and does not commit the airlines mentioned therein, or any airline whose services are used in conjunction with the tours.
- Neither **NEPAL YOGA FESTIVAL** nor the owners of the services provided will entertain any complaint unless written notice is given to **NEPAL YOGA FESTIVAL** within 28days of the end of the trip.

The booking conditions may only be waived by **NEPAL YOGA FESTIVAL** and in writing. I declare that I have read and understood this agreement.

Signature_____ Date_____

Printed Name_____
